

5/1/02

S U P P L E M E N T A L S P E C I F I C A T I O N

AMENDMENT TO SECTION 109 – MEASUREMENT AND PAYMENT

AMENDMENT TO SECTION 109.06 – PROGRESS PAYMENTS

Revise 109.06 to read:

109.06 Progress and Retainage Payments. Progress payments will be made at least once each month as the work progresses. Progress payments may be prepared twice each month by the Engineer. Payments will be based on estimates prepared by the Engineer for the value of the work preformed and materials placed under the Contract and for materials in accordance with 109.07 or 109.08.

No progress payment will be made when the total value of the work done since the last estimate amounts to less than \$1,000.00.

Beginning when the total of the amount payable reaches 50 percent of the values of the contract, the appropriate specified percentage of the value of the work preformed on each progress estimate will be deducted and retained by the Department until substantial completion of the entire contract in a manner acceptable to the Department or upon payment of the final estimate. The balance remaining after the specified percentage has been retained, less all previous payments, will be certified for payment. The specified percentage for contracts amounting to not over \$200,000 will be ten percent; that for contracts amounting to over \$200,000 will be five percent.

No moneys, payable under the Contract or any part, except the estimate for the first month or period, shall become due and payable, if the Engineer so elects, until the Contractor satisfies the Engineer that the Contractor has fully settled or paid for all labor performed or furnished, for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power, tools, hardware, and supplies purchased by the Contractor and used in carrying out said Contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said Contract. The Engineer may pay any and all such bills, in whole or in part, and deduct the amount so paid from any monthly or final estimate, excepting the first estimate.

Prior to the start of work, the Contractor, with the approval of the Engineer, may provide the Department with a Letter of Credit in an amount as specified above. Any such Letter of Credit shall be irrevocable in that it may be modified or revoked only with the consent of the Engineer. The Letter of Credit shall authorize the Engineer to require the issuing financial institution to guarantee the Department an amount equal to the retainage that would have been deducted from payments to the Contractor as specified. The Engineer may utilize the amount so deposited in the same manner as retainage and release funds as provided.

Upon request from the Contractor, after substantial completion of the work as referenced above and prior to the payment of the final estimate, the Engineer may release a portion of the retainage, provided the Surety approves such release.